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FEDERAL BUREAU OF INVESTIGATION
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SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN ARTHUR SLAVITT (1907-1977)

17 ACADEMY STREET NEWARK, N. J. 07102 (201) 622-6418

September 30, 1980

Mr. Richard L. Kuklinski 169 Sunset Street Dumont, New Jersey 07628

•	Dear Mr. Kuklinski:	
	As you will recall from the title closing, we represent  By now, you probably can imagine the balance of the letter, but nevertheless I would appreciate your just taking a moment to read on.	b6 b7(
	As you know, on December 14, 1979 lent you \$30,000.  At thattime, or shortly thereafter, you were also kind enough to acknowledge by having your New York Life Insurance Company policy transferred (as to ownership and beneficiary) over to and he is presently listed as the first beneficiary.  You will recall that the form which you signed on March 6, 1980 said creditor of insured. We want you to know that we appreciate your having done this, just as appreciates the fact that everything has not been going as you had hoped, so that you have been unable to turn your desires into fulfillment (to say the leasti).	b6 b70
P	What we are concerned with at this time is some additional evidence of good faith. As you know, has had some rather serious business reverses and the prospects do not seem very good for him. You also probably know that he has not been as physically well as he had been, and, at least according to the doctor.	b6 b70

rather serious business reverses and the prospects do not seem very good for him. You also probably know that he has not been as physically well as he had been, and, at least according to the doctor, a lot of this has emotional overtones, if not constituting the actual cause for his problems. Since I see him at least once, if not twice, every day, I can personally attest to the appearance of both his business and his apparent physical condition.

If you can see your way clear to some type of a payment plan, with some type of a minimal good faith deposit, I assure you that it would be not only a fulfillment of your legal obligation, but also your moral responsibility, and would incidentally probably help a great deal from the standpoint, at least, b6 of peace of mind.

Y

Re:				
	Page	Two	**	9/30/80

I would, at the very minimum, appreciate some response from you and have made it very easy by just enclosing a copy of this letter which you can fill out, strike out, alter, amend, but at least...return.

Most sincerely,

SLAVITT, FISH & COWEN

b6 b7C

b6 b7C

Sholosed is \$ as payment on account of the loan of \$30,000.00. I do not promise, but only hope that I can pay \$ on \_\_\_\_\_\_, 1980 and then \$ every \_\_\_\_\_\_

Dated:

Richard L. Kuklinsk

W

## SLAVITT, FISH & COWEN A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN

ARTHUR SLAVITT (1907-1977)

17 ACADEMY STREET NEWARK, N. J. 07102 (201) 622-6418

January 7, 1981

	•	b6 . b7C
	RE: vs. Kuklinski	b6 b7C
a copy.	Sincerely, SLAVITT, FISH & COWEN	b6 b7C

MSF/lm enclosure

Secretary

By. .

President

# Know all Alen by these Fresenis:

That

State of New Jersey, County of

RICHARD L. KUKLINSKI

for and in consideration of the sum of ONE and	00/10	hereinafter des 	gnated as th	e Releasor, /  -Dollar	
lawful Money of the United States of America, to			by		ł
the receipt whereof is hereby acknowledged, ha	s remised,	hereinafter des released and for the said Release	signated as the ever dischary e of and fron	ged, and by n all debts,	k
obligations, reckonings, promises, covenants, agries, controversies, suits, actions, causes of ac executions, damages, claims or demands, in law Releasor ever had, now has or hereafter can, should be active and thing advantagements, but specifically and nar	reements, tions, tre or in equ all, or mo invings rowly l	spasses, variance ity, which agains by have, foxxxxx thexacould take imited to t	es, judgment st the said R nkukkkyxxo xlukkkihexl he filing	ts, extents, cleasee, the conxistions of a	· ·
law suit entitled Superior Court of New Jersey, Law No. L 7635-80.	w Divis	sion, Bergen	County,	Docket	]
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• •					
Wherever in this instrument any party shall be designation is intended to and shall have the same effeor legal representatives, successors and assigns" had be terms, covenants and conditions herein contained shall respective parties hereto, and their heirs, executors, and assigns, respectively.	en inserted be for and administrat	after each and every l shall inure to the ors, personal or ley	y such designat benefit of and al representati	non and all the shall bind the ves, successors	; ;
In all references herein to any parties, persons the plural or singular number is intended to include the	, entities or ie appropri	corporations the us ate gender or numb	e of any partic er as the text	ular gender or of the within	
In Witness Whereof, the said Releasor h	as hereun	to set his hand	and seal or	caused these	,
presents to be signed by its proper corporate this 3 1 T day of December	officers of 19 80.	nd its corporate	seal to be n	ereto agaxea.	•
Signed, Sealed and Delibered			\	` ^	
in the presence of		4- 1	J // [	0  0	
or Attested by		RICHAR	D L. KUKI	LINSKI	<b>}</b> -
	-	-		(L.S.	)
·					,
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Secretary		•			
255,5541.	By		,,,,,,_,,	President.	
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Bergen

Be it Remembered,

Wherever in this instrument any party shall be designated or referred to by name or you can designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Ulitness Uhercof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto uffixed this  $\frac{1}{2}$  of December 1980.

Signed, Sealed and Delibered in the presence of or Attested by

Jell L. Killedon
RICHARD L. KUKLINSKI
(L.S.)

Secretary

By....

President

State of New Jersey, County of Bergen | 55.: We it Remembered, that on December 31, 1980, before me, the subscriber, an Attorney at Law of New Jersey personally appeared RICHARD L. KUKLINSKI,

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes the

Prepared by:

Luke F. Binetti, a Professional Corporation

Attorney at Law of New Jersey

b7C

## SLAVITT, FISH & COWEN A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN

ARTHUR SLAVITT (1907-1977)

17 ACADEMY STREET NEWARK, N. J. 07102 (201) 622-6416

·	November 3, 1980	
,	,	b6 b7C
•	Re: vs. Kuklinski	
Dear		b6 b7C
I am very concerned about your enclosed letter and pleadings to deal with it, but as an att to bring this to his attention close to exploding, and I thir some thought, at least as to tunder which you should let him	. I really do not know how torney I have an obligation now the will probably come nk that you should give this the time, place and conditions	·
	as a business venture and  your husband because the  has had a chance to "digest"  think we should meet together  in a very calm and intelligent	b6 b7C
	Sincerely,	
	SLAVITT, FISH & COWEN	b6 . b7C
MSF/lm		,

enclosures

#### SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN

ARTHUR SLAVITT (1907-1977)

17 ACADEMY STREET NEWARK, N. J. 07102 1201) 622-6418

October 30, 1980

Mr. Richard L. Kuklinski 169 Sunset Street Dumont, N.J. 07628

0,020		
	.Re: vs. Kuklinski	b6 b7C
Dear Mr. Kuklinski:		
We understand that you were serve Complaint on October 21 and that indebtedness by making your firs October 28. Please be assured the for that \$500.00 payment and hope implement your good intentions is suggest, just for the record, the through our office so that you make receipt (such as this letter) and the future if you should be called complete your obligation.	you have acknowledged your to payment to on hat we will give you credit e that you will be able to not the near future. We at you make the payments ay receive the appropriate d avoid any problems in	b6 b7C
	Very truly yours,	•
	SLAVITT, FISH & COWEN	
MSF/lm		b6 b7C
MSF/IM		

## LUKE F. BINETTI

### A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P. O. Box 86 Ridgefield, N. J. 07657 • (201) 945-7000

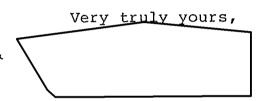
LUKE F. BINETTI ROBERT F. BINETTI

October 30, 1980

Slavitt, Fish & Cowen, P.C. 17 Academy Street	b6 b7C
Newark, New Jersey 07102  Re:v. Kuklinski  Docket No. L 7635-80	b6 b7C
Dear Enclosed please find a copy of defendant's Answer in the above matter.	
I have been given your letter of September 30, 1980, and without criticism to the self-serving statements and fantasies of your client, I would like to simply make you aware that ther was never a \$30,000,00 loan from your client to mine. In December, 1979, invested \$25,000.00 in a joint venture with Mr. Kuklinski, and the joint venture failed. In fact my client lost more than the \$25,000.00 invested by yours. These facts are well known to as well as as she was present when the joint venture was discussed and agreed upon.	b6 ,b7C
It is unfortunate that your client has taken the action he did to try to recoup his business losses by declaring it to be a loan. However, in retrospect, it appears that he had planned and schemed for such a thing right from the beginning of the venture. This is evidenced by the life insurance policy you refer to in your letter. That policy was taken against the life of my client and because of the nature of the venture, if anything were to happen to Mr. Kuklinski, the venture would terminate. Because of this and because of their friendship, Mr. Kuklinski agreed to the life insurance policy and signed a form presented to him by the paramedic who did the examination. However, thereafter, advised that that form had been lost and came to Mr. Kuklinski's house with another form which he signed without even reading and if, in fact, it was typed and form that, as you stated in your letter, creditor of insured", that was nothing more than a planned deception on the part of	

In any event, Mr. Kuklinski does not have any indebtedness whatsoever to \_\_\_\_\_\_ as both \_\_\_\_\_\_ well know. While we could proceed with the litigation and more likely than not succeed, the amount of time and legal fees involved are considerable. It is suggested that perhaps a discussion with Mr. \_\_\_\_\_ might produce a willingness to simply withdraw the Complaint. The only other alternative left to Mr. Kuklinski is to go into personal bankruptcy, which he could easily do as he is without any assets or property and has never owned any property. Although he does not owe any money to \_\_\_\_\_ it is probably cheaper for him to go into personal bankruptcy than to have to pay the heavy counsel fees that would be required to defend the above action.

I shall look forward to hearing from you.



b6 b7C

b6

b7C

RFB:dd Enclosure

Daw Offices ČE F. BINETTI ROFESSIONAL CORPORATION 581 Borgen Boulevard . P. O. Box 86 Ridge field, N. J. 07657 . (201) 945-7000 LUKE F. BINETTI October 31, 1980 ROBERT F. BINETTI Mr. W. Lewis Bambrick, Clerk Superior Court of New Jersey

P.O. Box 1300 Trenton, New Jersey 08625

> v. Kuklinski Re: Docket No. L-7635-80

b6 b7C

Dear Mr. Bambrick:

Enclosed please find an original and one copy of defendant's Answer to the Complaint in the above matter, together with a check in the amount of \$40.00 in payment of your filing fee.

Very truly yours,

b6 b7C

RFB: dd Enclosures

xc.: Slavitt, Fish & Cowen, P.A.

LUKE F. BINETTI

A PROFESSIONAL CORPORATION 581 BERGEN BOULEVARD RIDGEFIELD, NEW JERSEY 07657 (201) 945-7000 ATTORNEY FOR Defendant

SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY

Docket No. L-7635-80

CIVIL ACTION

b6 b7C

ANSWER

**Plaintiff** 

2)8

Defendant

RICHARD L. KUKLINSKI

Defendant, RICHARD L. KUKLINSKI, residing at 169 Sunset

Drive, in the Borough of Dumont, County of Bergen, and State of

New Jersey, answering the Complaint of the plaintiff, says:

The defendant denies each and every allegation of the said Complaint.

#### FIRST SEPARATE DEFENSE

No loan was ever made by the defendant to the plaintiff for \$30,000.00 or otherwise.

#### SECOND SEPARATE DEFENSE

While the sum of \$25,000.00 was given to defendant by plaintiff, this represented an investment in a joint venture, which ultimately failed, but at no time was this money for any purpose other than as an investment into the joint venture.

#### THIRD SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be given.

I hereby certify that the within pleading has been filed and served in accordance with Rule 4:6.

LUKE F. BINETTI A Professional Corporation Attorney for Defendant

3y:\

b6 b7C

%HAROLD'S PUB ROUTE 10 RANDOLPH TWP., NJ b6 b7C

#### UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

CASE NUMBER -

84-03357

DISCHARGE OF DEBTOR

RICHARD KUKLINSKI 169 SUNSET STREET

DUMONT, NJ 07628

SSN/ID: 142-26-7071

It appearing that a petition was filed on JUNE 20, 1984 by the above-named debtor commencing a case under Title 11, United States Code, and an order for relief was entered by the above-named debtor commencing a case under Title 11, United States Code, and an order for relief was entered by the state of the debtor was filed within the time fixed by the under Chapter 7 and that no complaint objecting to the discharge of the debtor was filed within the time fixed by the court (or that a complaint objecting to discharge of the debtor was filed and, after due notice and hearing, was not sustained).

d), IT IS ORDERED THAT

1. The above-named debtor is released from all dischargeable debts.

2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:

(a) Debts dischargeable under 11 U.S.C. § 523,

(b) Unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under Clauses (2), (4) and (6) of 11 U.S.C. §523(a).

(c) Debts determined by this court to be discharged under 11 U.S.C. §523(d).

3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from commencing, continuing or employing any action, process or act to collect, recover or offset any such debt as a personal liability of the debtor, or from property of the debtor, whether or not discharge of such debt is waived.

TO THE DEBTOR - THIS IS TO ADVISE THAT A DISCHARGE HEARING WILL BE HELD IN THIS MATTER. YOU WILL RECEIVE A NOTICE IN THE FUTURE AS TO THE TIME AND LOCATION OF THAT HEARING.

DATED NOVEMBER 16, 1984 AT NEWARK, NJ

BY THE COURT

b6 b7C

%HAROLD'S PUB ROUTE 10 RANDOLPH TWP. NJ

D. JOSEPH DEVITO BANKRUPTCY JUDGE

10/9/80

#### SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN

ARTHUR SLAVITT

17 ACADEMY STREET NEWARK, N. J. 07102

> b6 b7C

> b6 b7C

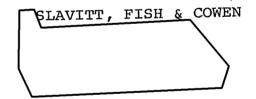
> b6 b7C

October 9, 1980

	` _	
	•	,
		•
· ;	Re: vs. Ku	ıklinski
\$ 5	ic.	*
Dear		,

We have this day sent out a Complaint to the Clerk of the Superior Court for filing. Within approximately two weeks, a Summons and Complaint will then be served on Mr. Kuklinski demanding repayment of the loan together with interest and costs. We will keep you advised of the progress as it develops. In the interim, we would appreciate your check in the amount of \$350.00 to cover original filing fees, costs, and on account of services rendered to date.

Sincerely,



MSF/lm

Pà 5,00 pul. 1/10/14/80

11/4/80

#### SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT MARVIN S. FISH MARTIN H. COWEN

ARTHUR SLAVITT (1907-1977) 17 ACADEMY STREET NEWARK, N. J. 07102 (201) 622-6418

November 4, 1980

•		
		b6 b7C
	Re: vs. Kuklin	ski
Dear		b6 b7C
The enclosed supplements my letter of ye	sterday.	DIC
	Sincerely,	
	SLAVITT, FISH & COWEN.	b6 b7C
MSF/Im enclosure No Joint Vertur	e SKachholden ægee	merk
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Hech 1. In Hour & Rejubbly - Che Rit. Will med be intermediated to Part. + Damb attorney - 184.	while his aller	gard . Kin

Law Offices

### LUKE F. BINETTI

#### A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P. O. Box 86 Ridgefield, N. J. 07657 • (201) 945-7000

LUKE F. BINETTI ROBERT F. BINETTI

November 3, 1980

Slavitt, Fish & Cowen, P.A. 17 Academy Street Newark, New Jersey 07102	b6 b7
Re:v. Kuklinski Docket No. L 7635-80	b6 b7
Dear	
My clients advised me that they received an incredible letter from you dated October 28, 1980. In that letter, a self-serving statement is made, presumably in total reliance upon what was told to you by your client, that my clients had paid the sum of \$500.00 to your client in recognition of the fictitious loan that he is attempting to extort from Mr. Kuklinski. This is utter nonsense and both my clients and I were utterly amazed that could continue to try to lay the foundation for his false claim through such misrepresentations and chicanery.	b6 b7
So that there is no misunderstanding, Mr. Kuklinski has not paid \$500.00 or any other such monies to this past week, nor has he every taken any such loan as set forth in your letter. I look forward to the opportunity to explore representations to you during discovery, if the suit is permitted to go that far. As I mentioned in my previous letter, although Mr. Kuklinski has absolutely no liability to the expense of defending this litigation is much greater than the simple act of going into personal bankruptcy and this may very well be the course of action that he chooses to take	b6 b7
I shall, of course, keep you advised accordingly.	

Very truly yours,

RFB:dd

xc.: Mr. Richard Kuklinski

b6 b7C

Field File No.			
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	(Address	of Contributor)	
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## This Agreement, Between T&G Associates, a

partnership with offices at 436 Old Hook Road, Emerson, New Jersey as Landlord and

Richard Kuklinski, 428B Old Hook Road, Emerson, New Jersey

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 500 sq. ft. on the first floor, known as 4288 Old Hook Road, Emerson, New Jersey 07630

Ottice-385-5548

Home - 385-0481-inpublished number

for the term of one (1) year

to commence from the 15th day of January

19 80, and to end on the 15th

day of January 1981, to be used and occupied only for Office purposes only.

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of Three-thousand, Three-hundred (\$3,300) Dollars.

said rent to be paid in equal monthly payments in advance on the fifteenth day of each and every month during the term aforesaid, as follows: Two-hundred, seventy-five (\$275.00) Dollars a month for twelve (12) months from January 15, 1980 to January 15, 1981.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all many interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agonts, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$150.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

\* Landlord has \$125.00 security. Need \$150.00 more which would total one months rent.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency,

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further encet the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.

31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proporation to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of January 1980.

Signed, Sealed and Delivered in the presence of

	T & G ASSOCIATES	(LANDLORD
		b6
	B	
	RICHARD KUKLINSKI	(TTHANT)
Vitness	Milel V.	LL L
^	BY: V	

## This Agreement, BETWEEN T & G Associates, a partnersh

with offices at 436 Old Hook Road, Emerson, New Jersey

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey as Landlord and

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 180 sq.f on the first floor, side of building, known as 428-10 Old Hook Koad, Emerson New Jersey

for the term of One (1) year

to commence from the 1st day of October

1978, and to end on the 30th

day of September

1979 , to be used and occupied only for office purposes only

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500,00.) Dollars

said rent to be paid in equal monthly payments in advance on the term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1978 to September 30, 1979. 

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$125.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

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şř . 23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.
31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proporation to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of

Signed, Sealed and Delivered in the presence of

Witness

SOCIACES	<u> </u>	(THIND TOKE)
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chard Kuklins	ei.	(TENANT)
<u> </u>	01/-11	) //
By: Oukar	Mulle	rish

# AUTECIMENT, BETWEEN T & G Associates, a pa tnership

with offices at 436 Old Hook Road, Emerson, New Jersey

as Landlord a

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey

as Tena

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hir from the said Landlord, the following premises: One private office approximately 180 sq. ft. the first floor, side of building, known as 428-1C Old Hook Road, Emerson, New Jersey

for the term of One (1) year

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October 1977 , and to end on the 30thto commence from the 1st day of September 1978 , to be used and occupied only for office purposes only day of

upon the conditions and covenants following

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500.00) Dollars

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1977 to September 30, 1978.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damag

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations a requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, a regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's o cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regu tions and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the s statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and paya as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provise is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous account of fire, under penalty of damages and forfeiture.

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In case of damage, by fire or other cause, to the building in which the leased premises are located, without fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other ca where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the La lord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premis untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In det mining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insuran and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

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9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

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12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$ 125.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

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22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

23rd: If after default in payment of rent or violation of any other provision of this lease, of upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict' performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

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The Landlord shall supply all heat, electric and water to the Tenant.

The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

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And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of

Signed, Sealed and Delivered in the presence of

T & G Associates	(LANDLORD)
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rd Kuklinski	(TENANT)
By: Tichard Kuhle	nahi
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Field File No.	153148	
00 and File No. NR49	1830-140 2185	
Date Received	3700	
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Ву		•
To Be Returned ☐ Yes	Receipt Given ☐ Yes	
No	₽ No	
☐ Yes	Grand Jury Material - Disseminate	
No	Only Pursuant to Rules 6(e), Federal Rules of Criminal	
L NO	Procedure	ľ
•	1 minutes	
<i>i</i> .		
Description:	interview of	
· ,		
1 Statement	(written) By	
KULLINSKI		
	- Investigative	ر
(2) Suppleme	ntony Investigative	e
Popoito	re Muiden of	
( a a c B	MAZLIBUND	
GERGE.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
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JERSEY C	ITY, N.J.	(:	ار		MENTARY TION REPORT	E X X	POI	LICE DEPART	MENT
1 SUSPECT(S)			-h~	IR.	2 PCT/UNIT	1		#30696 <b>-</b> 80	
	•		ln/		North/Homi 7 Victim(s) NEW			#30090=00	
5 CRIME OR	SUBJECT	······································	6 DATE OF	CRIME	George W.	Malliban	•	<u> </u>	
Murde			l	5, 1980	ll24 Miff	lin St.,H	untingd	on, Pa.	
5A NEW CRIME IF	CHANGED		6A NJ STAT		44 STATUS CRIME	***************************************	45 STATUS CAS	SE .	
	2C:11-3				40A ADDITIONAL STOLE	N PROPERTY VALUE	41A ADDITION	AL RECOVERED PROPERTY	/ VALUE
ADDITIONAL 34A VAL STOLEN PROPERTY	CURRENCY	35A JEWELRY		36A FURS	37A CLOTHING	38A AUTO		39A MISC.	
	AME ONLY OF PREVIOUS	ACCUSED - COMP	LETE INFOR	MATION ON NEW ACCUSED	- INCLUDE ADDITIONAL P	ERPETRATORS — SUSPE	CTS — RECORD AL	L DEVELOPMENTS SINCE	
PROPE	REPORT — EXPLAIN ANY ( RTY — RECOVERED PROF	CRIME CHANGE — L PERTY — COURT AC	LIST ADDITION	DNAL INTERVIEWS OF VIC	O — INCLUDE ADDITIONAL P TIMS — PERSONS CONTACTE	D - WITNESSES - EVID	ENCE — TECHNICA	L SERVICES — STOLEN	
Accused: 4	16 NUMBER ACCUSED	46A	New acc	used47A A	DULT48A JUVEN	IILE 49A RA	CE 50A SE	X 51A DATE OF BIR	тнb6
									b7C
	At 0930	hours.	this	date the	<u>belowsigned</u>	secured	<u>a state</u>	ment from	a.
<u> </u>							_		
							<u></u>		
		stateme			es how			ad given h	
<b>a</b> 1		om vict	<u>im at</u>		0 or 5:00 P had seen v				
lii			don.		mpany with				
pa	rtner, at	about 4	:00 o	r 4:45 PM	the same da	w. Before	leavin	g victim to	old
				that he to				eaving Hun	
					York and th this inform			as carryin	g  in
	se anythin				UIIIS IIIIOII	acion kno	w11 00		b6
	•	,							b7C
<b>a</b> -				that night				one call f	
					he was sta ki's home.			.day inn nea <u>is roo</u> m nu	
					rsation, Ge			that	
& ]	Kuklinski	were su	ppose	ed to meet	wit <u>h someo</u> r	ne but he	was a l		
				set him u		said he wo	uld che	ck back wi	th
na	m arter ne	crosea	nis	bar at 2:0	U AM.				
				3:00 AM,				the Holida	
					everything				
	keep in t orge calle				y, Friday, told him he				
					e supposed				
ag	ain spoke	of bein	g set	up. Thev	ended their	<u>conv</u> ersa	tion di	scussing p	lans
	George's				- 74			scheduled :	for
( •	oo PM, the	t eveni	ng. 1	his was th	e last	heard	I rom		
				ruary 3rd,	cal	led Kukli	nski an	d asked who	erb6
					didn't know				<b>e</b> b70
					New York.				
F I				later & hu	said Georg	ge Terr an	5:30 F	M. He COIG	
<u> </u>				_					
52 TYPE NAME	At 10:3	30 AM, S		morning BADGE	calle	ed Kuklins	ki back	and asked	(Cont
			51	JADGE	PAGE	of _ <b>3</b> _		18,198	30
Signature	Ret					6 SUPERVISE API		7	——  b6
	$\exists$		_		N/Homicide	VLt.			b70
	<del></del>		_	RECORD RC	OM COPY				

In conclusion, stated that this was the only information he could offer at this time.

JERSEY CITY, N.J.	( in	EMENTARY SATION REPORT	*	POLICE DE	EPARTMENT			
1 SUSPECT(S)		NO. HOM.	SQ 3 SECTION CA	·	6 9 6			
r t	,	7 Victim(s) NEW AD	DDRESS	DOB 2/1/38				
5 CRIME OR SUBJECT	6 DATE OF CRIME		GEORGE WILLIAM MALLIBAND JR. 1124 MIFFLIN ST. HUNTINGDON PA.					
MURDER.	2/5/80 6A NJ STATUTE	44 STATUS CRIME		45 STATUS CASE				
	20: 11-3							
•		40A ADDITIONAL STOLEN PR	ROPERTY VALUE	41A ADDITIONAL RECOVER	ED PROPERTY VALUE			
ADDITIONAL  34A CURRENCY  VAL STOLEN PROPERTY  35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.				
LIST NAME ONLY OF PREVIOUS ACCUSED — CO LAST REPORT — EXPLAIN ANY CRIME CHANGE PROPERTY — RECOVERED PROPERTY — COURT	MPLETE INFORMATION ON NEW ACCU — LIST ADDITIONAL INTERVIEWS OF ACTION	JSED — INCLUDE ADDITIONAL PERP VICTIMS — PERSONS CONTACTED —	ETRATORS — SUSPEC WITNESSES — EVIDE	TS — RECORD ALL DEVELOPM NCE — TECHNICAL SERVICES -	ENTS SINCE - STOLEN			
	New accused47				DATE OF BIRTH			
At 0930 Hours this da	ate 2/7/80 the	U/S Phoned th	e "BROG	AN CADITAAC	CO a "			
Paterson Office, loca		•						
742 8400 in Re: to					Coler b6			
Blue and Grey listed				·	b7C			
Spoke to a	who ch	necked Company	records	and gare th	ne follow-			
ing information:								
That this vehicle was	s leased on Ma	y 25th, 1979	te "Suns	et Co". 169	Sums et			
Drive Dumont N.J. ,	Pho <b>n</b> e # 385 55	548. A Richa	rd Kukli	nski who lis	sted			
himself as Vice Pres	ident of Sumset	Co. signed a	36 mont	h lease for	this			
automobile, and it	is still in hi	ls pessessien.						
Mr. Kuklinski gave tl	ne fellowing N.	J. Dr. Lic N	umber K	9 188 65 57	7304352			
The U/S also contacted	l Sgt	of the	J.C. Aut	o Squad and	requested			
aa Alphabetical Che	ck of the Above	Kuklinski.			b6			
Sgt. gave the	he following i	information:	Kuklinsk	i has no Vel	icles b7C			
registered to him,	also has the sa	ame Dr. Lic. 1	isted ab	ove. He ga	ive			
the place of employment	ent as the "Sur	set Co. 125	Lafayett	e S. N.Y.C.	•			
Check with the N.Y.C.	. Phone Direct	cory shows no	Phone li	sted at this	s address.			
Check with N.Y. City	Phone informat	ciem shews no	listing	er Phone for	c this			
Sunset Co at 125 La:	fayette St. N.Y	7.C.						
					ĺ			
Sgt.	~				b6 b7C			
52 TYPE NAME		53 PAGE _ 1	o <sub>F</sub> 1	54 DATE OF 2/7/	REPORT			
Signature		55 PCT/UNIT 56 SU	PERVISORY	pages   2/7/				
<b>♥</b> () [		Hem. Sq.	<u> </u>					
*	RECORD I	ROOM COPY			_			

JERSEÝ CI	TY, N.J.	^;			TION REPOR	т 👯		POL	ICE DEPAR	RTMENT
1 SUSPECT(S)				- <del></del>	2 PCT/UNIT	36	3 SECTION CAS	E NUMBER	4 FILE NUMBER	
•				·	North-HC				30696	
					George			. W M	age 42	
5 CRIME OR S			DATE OF CRIME		1124 Mi					
Murde			2-5-80		Hunting	don,	Pa.	45 STATUS CASI		
			2 C 11-	3	Invest	۵		Ope	n	
					40A ADDITIONAL STO		RTY VALUE	41A ADDITIONA	L RECOVERED PRO	PERTY VALUE
ADDITIONAL 34A VAL STOLEN PROPERTY	CURRENCY	35A JEWELRY	36A FURS		37A CLOTHING	38/	A AUTO	•	39A MISC.	
	ME ONLY OF PREVIOUS EPORT — EXPLAIN ANY ( RTY — RECOVERED PROP	ACCUSED — COMPLICATION COMPLICA	ETE INFORMATION ON TON	NEW ACCUSED	- INCLUDE ADDITIONA IMS - PERSONS CONTAI	AL PERPETRA	TORS — SUSPECT	S — RECORD ALI CE — TECHNICAL	_ DEVELOPMENTS SI . SERVICES — STOLE	INCE EN
_	NUMBER ACCUSED			47A AE		VENILE	49A RACE		<del> </del>	
At	11:00 hou	rs this	date. th	e unde	rsigned b	y pho	ne, di	inter	view the	
					relativ	a +0	enw ini	forms ti	on he	b6 b7C
could p	rovide ábo	out the	vićtim.		TESTACIA		v		n. 31, 1	
between	2 P. M. 8	und 3 P.	M.							
saw the	victim in	front	of his ho	me (11	24 Miffli	n St.	Hunti	ngton,	PA.)	
with Ric	chard Kuki www.in	linski, '	и м age ц Стат Cadi	es ور. ااهد	. 169 Sun N. J. 813	set D and	the vi	etim st	ated tha	at
they we:	re going t	o New J	ersey and	. that	he had \$2	7 <u>000                                  </u>	00 in 0	ash on	him and	3
wanted			to ma	ke sur	e and tel	.1				
ab.	out this i	in case	anything	happen	ed to him	L <b>o</b>				į.
जम	llowing is	s a secu	ence of e	vents	in relati	on to	the v	ictim:		
1-31-80	(11:30 PN	1 and 12	Mida) Vi	.ctim p	honed					b6
	from the that he v	Holiday vas worr	Inn, Par ied about	amus, somet	N. J. Roo hing but	m #22 he wo	0 (843) ould no	-5400) t elabo	and staterate	ted <sub>b7C</sub>
2-1-80	(3 VM)		CB	lled t	he victim	at t	he Hol:	idav In	n and th	he b6
		ated tha			s alright					b7C
2-1-80	(1 PM) Vic	ctim cal	led				aı	nd stat	ed that	
	felt that	somethi	ng was go	ing wr	ong but w	ould	not el	aborate	•	<b>」</b> b7€
L	Dishand W	felt th	at the ca	· co ]	being ma .69 Sunset	ide II	Dumont.	N. J.	e or . althoug	oh
	he could i	ot be-a	o (Sunseo	nia" (I.H	IS IS THE	LAST	TIME	TAT		
	EVER HEARI			GEO	RGE MALLI	BAND	JR.)			
	Victim wa:	s suppos	ed to ret	urn ho	me for hi	s bir	thday	Feb. 1,	1980	
2-2-80	ואס דר)			halla	Richard K	መጅlir	ski at	his bu	siness	b6
	number 20. to have R		48 and go	ot the	answering	serv	rice wh	ere he	left a r	
									• • • ·	
2-3-80	(8:30 AM)		3	_calle	ed George	Kukli	inski a	nd aske	ed him wl	nere <sub>b6</sub>
	George wa	s. Richa	rd kuklir	iski st	ated that et a MASSA	; GeOI (GE)	ge on	<b>_</b> 0U	MEMT. CO	b7C
	Mem Tork	OTEN 10	Rac num	and Re	o a madda	. (1.22) <b>⊕</b>	,		-	 
52 TYPE NAME			58 BADGE		3		_		54 DATE OF REPOR	b6 <sub>87</sub>
0	//			ľ	PAGE	1	-1-2			. 198d
Signature _	1100			5	5 PCT/UNIT	199	7			
				in in	THOM	IT.t.			<b>—</b> —I	l

2 PCT/UNIT NORTH-HOM 3 SECTION CASE NUMBER 30696  7 Victim(s) NEW ADDRESS George Malliband Jr. 5 CRIME OR SUBJECT 124 Mifflin St. Murder 2-5-80 Huntingdon, PA. 5A NEW CRIME IF CHANGED 6A NJ STATUTE 2 C 11-3  ADDITIONAL 34A CURRENCY 35A JEWELRY 36A FURS 37A CLOTHING 38A AUTO 39A MISC.	JERSEY	CITY, N.J.				EMENTARY ATION.REPORT	•	РО	LICE DEPARTMENT
George Malliband Jr.  1121 Mifflin St.  Huntingdon, PA.  ANDITIONAL STATUTE  2 C 11-3  ANDITIONAL STATUTE  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS STATUTE CRIME  2 C 11-3  AND ADDITIONAL STOCKEN  WAS ADDITIONAL STOCKEN	1 SUSPLCT(S)					2 PCT/UNIT		ASE NUMBER	* 30696
Murder  2-5-80  Huntingdon, PA.  ANDITIONAL PLANCE OF PROPERTY VALUE  2 C 11-3  ADDITIONAL PLANCE OF PROPERTY VALUE  2 C 11-3  ADDITIONAL PLANCE OF PROPERTY VALUE  415 ADDITIONAL STOLEN PROPERTY VALUE  415 ADDITIONAL STOLEN PROPERTY VALUE  415 ADDITIONAL STOLEN PROPERTY VALUE  415 ADDITIONAL PROPERTY VALUE  4		•				7 Victim(s) NEW AC	DRESS	Jr.	
ACCUSed: 46 Number accused	5 CRIME OR SUBJECT			6 DATE OF	CRIME	1124 Miffl	in St.		
ACCUSEd: **NUMBER ACCUSED **AA New accused **AA New accused **AA New accused **AA JUVENILE **BOOK No. Y. C. where he was going to get LAID ETC.  Investigation of the movements of the victim while intthis area indicated that he checked into the Holiday Inn, Paramus, N. J. Room #220 on 1-31-80 at 11:56 PM paid \$34.65 for the room (1 Person) and evidently checked out before 12 Noon on 2-1-80 Subject gave his right name and address at the Holiday Inn.  The vehicle in question, N. J. 813-KPY checks out to the Brogan Auto Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that the vehicle is still in possession of Richard Kuklinski.	Murc	der				Huntingdon	PA.		
ACCUSED: 45A ADDITIONAL PARACUER PROPERTY VALUE    ASA ADDITIONAL PARACUER PROPERTY VALUE   ASA AUTO   ASA MISC.	5A NEW CRIME	E IF CHANGED		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		44 STATUS CRIME		45 STATUS CA	SE
Accused: 46 Number accused 470 Adult 480 Alvenile 490 Race 500 Act Services - Stochen of George and R. Kuklinski stated that he TOOK him to New York City on 2-2-80 and dropped him off at 30 St. N. Y. C. where he was going to get LAID ETC.  Investigation of the movements of the victim while intthis area indicated that he checked into the Holiday Inn, Paramus, N. J. Room #220 on 1-31-80 at 11:56 PM paid \$34.65 for the room (1 Person) and evidently checked out before 12 Noon on 2-1-80 Subject gave his right name and address at the Holiday Inn.  The vehicle in question, N. J. 813-KPY checks out to the Erogan Auto Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that this vehicle was rented to Richard Kuklinski on May 25, 1979 on a 36 month lease and the vehicle is still in possession of Richard Kuklinski.				2 C	11-3	40A ADDITIONAL STOLEN PR	OPERTY VALUE	41A ADDITION	AL RECOVERED PROPERTY VALUE
DETINAME ONLY OF PREVIOUS ACCUSED—COMPLETE INFORMATION ON NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—RECORD ACCUSED—COMPLETE INFORMATION ON NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—RECORD ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—AGA NEW ACCUSED—INCLUDE ADDITIONAL PERPETRATORS—SUSPECTS—RECORD ALL DEVELOPMENTS SINCE DESTRICTS—AGA NOW ACCUSED—INCLUDE ACCUSED—INCLUDE AGA NEW ACCUSED—INCLUDE AGA NEW ACCUSED—INCLUDE ACCUSED ACCUSED—INCLUDE ACCUSED—INCLUDE ACCUSED—INCLUDE ACCUSED ACCUSED ACCUSED ACCUSED ACCUSED ACCUS									
Accused: 46 NUMBER ACCUSED	VAL STOLEN	34A CURRENCY	35A JEWELRY	1	36A FURS	37A CLOTHING	38A AUTO	<u> </u>	39A MISC.
2-3-80 (5 PM) called Richard Kuklinski as to the whereaboutsh of George and R. Kuklinski stated that he TOOK him to New York City on 2-2-80 and drapped him off at 30 St. N. Y. C. where he was going to get LAID ETC.  Investigation of the movements of the victim while intthis area indicated that he checked into the Holiday Inn, Paramus, N. J. Room #220 on 1-31-80 at 11:56 PM paid \$34.65 for the room (1 Person) and evidently checked out before 12 Noon on 2-1-80 Subject gave his right name and address at the Holiday Inn.  The vehicle in question, N. J. 813-KPY checks out to the Brogan Auto Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that this vehicle was rented to Richard Kuklinski on May 25, 1979 on a 36 month lease and the vehicle is still in possession of Richard Kuklinski.	LIS' LAS PRO	T NAME ONLY OF PREVIOUS ST REPORT — EXPLAIN ANY O OPERTY — RECOVERED PROF	ACCUSED — COMP CRIME CHANGE — I PERTY — COURT AC	LETE INFOR LIST ADDITION	MATION ON NEW ACCUSE ONAL INTERVIEWS OF VI	ED — INCLUDE ADDITIONAL PERPI CTIMS — PERSONS CONTACTED —	ETRATORS — SUSPEC WITNESSES — EVIDE	CTS — RECORD A	LL DEVELOPMENTS SINCE NL SERVICES — STOLEN
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Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that this vehicle was rented to Richard Kuklinski on May 25, 1979 on a 36 month lease and the vehicle is still in possession of Richard Kuklinski.	that lat ll before	on 2-2-80 to get LA Investigati he checked :56 PM paid e 12 Noon o	and dream of the state on of the state of th	dpped he mo e HoI for	him off avenents of iday Inn, the room	t the victim we raramus, N. 3 (1 Person) and	T. C. who while int J. Room # I evident	ere he tthis a #220 on tly che	was going rea indicated 1-31-80 cked out
Investigation is continuing.	Leasing Blue of this	ng Co. 100 Gray, 2 Doo vehicle was	South Br r, expiranted	road red M to R	St. Ridgev ay 1980. ( ichard Kul	vood, N. J. a Check with thi klinski on May	1979 Cad is compai 7 25, 19	dillac, ny reve 79 on a	color aled that .36 month
		Investigati	on is c	ontin	uing.	. `			

JERSEY CITY, N.J.	<i>k</i> . •		•	MENȚARY FION REPORT	<b>(</b>	POI	ICE DEPART	MENT
1 SUSPECT(S)	•	11001	<del>Jiidai</del>	2 PCT/UNIT	<b>I</b>	ASE NUMBER 4	FILE NUMBER	
, :				No. Hom.	Sq.		30696	
5 CRIME OR SUBJECT	<del></del>	6 DATE OF CRIME		1	William M	alliban	d JR.	
Murder		20: 11-3	5/80	1124 Mifi	flin St. H	untingd	on Pa.	
SA NEW CRIME IF CHANGED		6A NJ STATUTE		44 STATUS CRIME '		45 STATUS CASE		
		20: 11-1	L	40A ADDITIONAL STOLE	N PROPERTY VALUE	41A ADDITIONAL	RECOVERED PROPER	ITY VALUE
ADDITIONAL 34A CURRENCY VALSTOLEN	35A JEWELRY	36A FURS		37A CLOTHING	38A AUTO	1	39A MISC.	
PROPERTY	ACCUSED - COMPL	ETE INFORMATION ON N	EW ACCUSED :	- INCLUDE ADDITIONAL F	ERPETRATORS - SUSPEC	CTS - RECORD ALL	DEVELOPMENTS SINC	
LIST NAME ONLY OF PREVIOUS LAST REPORT — EXPLAIN ANY C PROPERTY — RECOVERED PROPI	RIME CHANGE — L ERTY — COURT AC	IST ADDITIONAL INTERVI	IEWS OF VICTI	IMS — PERSONS CONTACT	ED - WITNESSES - EVIDE	NCE - TECHNICAL	SERVICES - STOLEN	
Accused: 46 NUMBER ACCUSED	46A N	lew accused	47A AD	DULT48A JUVEN	NILE 49A RAC	- CE 50A SEX	51A DATE OF E	HRTH
At 1400 Hours	2/7/80	the II/S a	ന്റുകൾ	the home	of Richar	ed Kulelii	nciri	
		_		Dumont N.				n
appointment wit						<del>-</del>		
stated that she					_			
stated that Ric							•	
left on a trip		•						Į.
She expects to						_	S GESTING	LUIUE
_		•	_		_	·	harra hir	_
I requested Mr						•		*
contact the J.C Phone Number.	. POII	.ce on 2/o/	ou at	D+/~ D+/0	9.0. AC	micide	Office	
	.7 4 14	+10 m +	ב ב ב ב	+a +all= +	a ham heedh		Day to a	İ
I told Mrs. Kuk								
Police incident	but ar	d not tel.	r ner	the mature	s or ours	THACRIT	Sa orone	
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SUPPLEMENTARY JERSEY CITY, N.J. INVESTIGATION REPORT POLICE DEPARTMENT 1 SUSPECT(S) 3 SECTION CASE NUMBER 2 PCT/UNIT 4 FILE NUMBER NO. HOM SQ. 30696 7 Victim(s) NEW ADDRESS DOB 2/1/38 George William Malliband JR. 6 DATE OF CRIME 5 CRIME OR SUBJECT MURDER 2/5/80 1124 Mifflin St. Huntingdon 5A NEW CRIME IF CHANGED 6A NJ STATUTE 44 STATIS CRIME 20: 11-3 40A ADDITIONAL STOLEN PROPERTY VALUE 41A ADDITIONAL RECOVERED PROPERTY VALUE 34A CURRENCY 35A JEWELRY 36A FURS 37A CLOTHING 38A AUTO ADDITIONAL VAL STOLE LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — COURT ACTION Accused: 46 NUMBER ACCUSED \_\_\_\_\_\_46A New accused \_\_\_\_\_\_47A ADULT \_\_\_\_ 48A JUVENILE 49A RACE 50A SEX 51A DATE OF BIRTH On 2/6/80 the U/S conducted a background Check in Re: to a Richard Kuklinski. Check with J.C. BCI shows a Richard Kuklinski, DOB 4/11/35, listed as living at 39 Newkirk St. J.C. in 1958. Has arrest Record in J.C. for AA&B Receiving Stolen Prop. and Fugative from Armed Forced. Has J.C. Number of 18620. Hudson County BCI # 46367. Physical Description 6' 4", 230 lgs, Brown Hair and Brown Eyes. FBI # 8565D, SP# 571114 Last arrested in Hudson County for Violation of City Ord. in Union City N.J. on 10/10/66. He gave his address at that time as 617 57th St. West New York. He now resides at 169 Sunset Drive Dumont N.J. Phone 385 0481 Check with the Bergen County Sheriff's Office in Re: to Richard Kuklinski th Negative resultx, no record in Maximu County. Last I.D. Picture of Kuklinski in the J.C. BCI was in 1958. A Union City BCI #icture of Kuklinski was bbtained this date from the Union City P.D.

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Signature Signature	PAGE 1 OF OF OF S6 SUPERVISOR HOM Sq.	1 S4 DATE OF REPORT BO b70
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JERSEY	CITY, N.J.	MUKE	1		IENTARY ION REPORT	1:	POL	ICE DEPARTI	MENT
1 SUSFECT(S)	,			·	North-HOM.	3 SECTION CA	SE NUMBER	30696	
•				-	7 Victim(s) NEW AE	DRESS			
5 CRIME	OR SUBJECT		6 DATE OF	CRIME	George Mal		· W M .	Age 42	
Mu	rder		2-5	<b>5–</b> 80	Huntingdon				
SA NEW CRIM	ME IF CHANGED	<del></del>	6A NJ STAT	UTE : 11-3	44 STATUS CRIME Investiga	tion	45 STATUS CASE		
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	46 NUMBER ACCUSED							-	
interinforthat Geor had RES. N. Y time Rest Kukl Regar Film in Q	hic Arts Co. rview rmation he m at NO time ge Malliband seen the vio 169 SUNSET C. and the he, Richar located at The undersi inski, 225 I rding this card Kuklinsk Lab located ueens, New \$\frac{9}{2}\$	225 Land had did he land had tim he ST. DUM last to Kukli 224 Land lafayett office, is maint lat 75 ork. Ri 225 Laf	ve reever donl was in the layer on the layer on the layer on the layer of the layer	elative to do any type y seen him n company new JERSEY and the view and the view te St. N. Y. this date information this office St. N. Y. Kuklinski te St. N. Y.	the above sue of busines three or fowith RICHARD in the area was about two tim had lung. C.  did visit to Room 1004 but received foe so as to c. which he so ffice us C. Room #	bject.  s with the swith the system of 225 I on months chat the there were be in preasured as since es the transport to the system of the syst	m #100 as to le vict. Each XI, W. lafayet ago and Bok Ho e of Rice was no eximity moved	to to any stated im, time he M. AGE 45 te St. d at that op Chinese chard response. to a to somewhere	b6   b7C
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SUPPLEMENTARY

JERSEY CITY, N.J.	." INVESTIGAT	TION REPORT 😘 🖰	PO	LICE DEPARTMENT		
1 SUSPECT(S)		2 PCT/UNIT	3 SECTION CASE NUMBER	4 FILE NUMBER		
	,	North/Homicide	•	#30696-80		
,		7 ,Victim(s) NEW ADDRESS				
5 CRIME OR SUBJECT	6 DATE OF CRIME .	George W. Malliband, WM, age 42				
Murder	Feb. 5, 1980	1124 Mifflin Street, Huntingdon, Pa.				
5A NEW CRIME IF CHANGED	6A NJ STATUTE	44 STATUS CRIME 45 STATUS CASE				
,	20:11-3	40A ADDITIONAL STOLEN PROPE	RTY VALUE 41A ADDITION	NAL RECOVERED PROPERTY VALUE		
ADDITIONAL 34A CURRENCY 35A JEWELRY VAL STOLEN PROPERTY	36A FURS	37A CLOTHING 38	A AUTO	39A MISC.		
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Accused: 46 NUMBER ACCUSED46A	New accused47A AI	DULT48A JUVENILE	49A RACE 50A S	SEX 51A DATE OF BIRTH		

At 1015 hours, this date Mr. Richard L. KUKLINSKI, WM, age 44, res: 169 Sunset Street, Dumont, N.J., tele: 384-4254, arrived this office for b7C scheduled interview and statement. It was learned thru investigation that KUKLINSKI was observed driving victim away from his home in Huntingdon on January 31, 1980, early afternoon. Before leaving, victim informed his that he was carrying \$27,000.00 in cash and was heading to New Jersey in KUKLINSKI's 1979 Cadillac, El Dorado, Blue/Gray, N.J. Reg. 813 KPY, leased from Brogan Cadillac, Ridgewood, N.J.

The following are series of events as told by KUKLINSKI up to the last time he saw George Malliband alive:

Mr KUKLINSKI stated that he and victim have been business partners for about a year, dealing in Pornographic Film Distribution. Tuesday, January 29th, he drove up to Huntingdon to victim's home so that they could discuss their accounts and socialize. He remained in Huntingdon until Thursday, January 31st when he decided to return Home to Dumont, N.J. Victim asked if he could go along and they both left Huntingdon about 4:00 PM that day heading for Dumont, N.J.

When they reached New Jersey Route #17 near Route #4, victim checked in at the HOLIDAY INN, Paramus, N.J. KUKLINSKI continued home to Dumont. The following day Friday, February 1st, about 7:00 AM he called victim at the HOLIDAY INN & asked him what his plans were. Victim asked him for the use of his Van as he had some errands to run. KUKLINSKI drove to the HOLI# DAY INN, arrived around 8:00 AM, brought victim back to Dumont & loaned him the Van, color red with N.J. Reg. XOS 39D. Victim returned with van 10:00 AM. They then went to KUKLINSKI's office, 428 Old Hook Road, Emèrson, N.J. (SUNSET CO.) at 10:30 AM where victim stayed until after 3:00 PM.

Victim told KUKLINSKI that he wanted to go to New York City to meet some people, go on the town & make a night of it. At about 3:20 PM they left Emerson, N.J. & headed to New York where he dropped victim off in the vicinity of 30th Street & 7th Avenue approximately 4:00 PM.

KUKLINSKI further stated that victim was to call him when he was ready to return to New Jersey, but he never heard from him again.

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PAGE 2 JERSEY CITY, N.J.	, 1	SUPPLE INVESTIGA	MENTARY ATION REPORT	(:		ICE DEPARTMENT	
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· , '			George W.	Malliband	, WM, a	.ge 42	
5 CRIME OR SUBJECT		6 DATE OF CRIME	1124 Miffl	in St., H	untingd	lon, Pa.	
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for approximate the busines basis, usin Lafayette S Emerson, N. be purchase KUK much or what why. George carry a weat to George's only a brown KUK \$7,500.00, in the amount Haworth, N. George Mall	mately 4 s they s g KUKLIN t., New J. Sunse d from T LINSKI b t the mo was kno pon to h life. V n paper LINSKI s however ints of \$ J. Both iband in	statement KUK or 5 years althared was Porns SKI's self-own York City, telt Company is f RI-PHOTO, 21st elieves victimes was for. He was to sometime is knowledge. Ictime was traved with possistated that he cleared that he cleared that he cleared that he cleared that is knowledge. It is to hold them	though theyvographic Filed business et 212-925-3 or Clothing Street, Long was carrying was not to carry large He doesn't keling light ble change of the debt by gipton the SUNSI ocks were given.	we only be maddress, address, 770 with Wholesale gard, ag money be sums of an and did not shirt, to George iving George on the Fer CO. according to George for to George for to George for the Fer CO. according to George for to George for to George for the Fer CO. according to George for to George for to George for the Fer CO. according to George for the George for	een par ution o SUNSET another Porno N.Y.  ut does orge wa money b y enemi ot have etc.  for the ge two URST NA count ar orge Wed	n a freelance COMPANY, 225 office in Films would not know how as meeting or out he did not es or threats any luggage, he sum of (2) checks ational Bank, and made out to	
In death. He sthe name of February 7	said he f	Pirst beard abo	out from a re	ettom bori	10 LITM	arding George's salesman by lay evening, b6	
Ric residences Sixteenth	on Webst	KUKLINSKI is a ter, Palisade &	aformer Jerse & Danforth A	ey City revenues, al	esident Lso Cong	with past gress and	
Investig	ation to	continue	• • • •			b6	
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Accused: 46 NUMBER ACCUSED46A	New accused47/	A ADULT48A JUVENILE _	49A RACE	50A SEX 51A DATE OF BIRTH
On 2/18/80				visited thebe
Homicide Office as pr	eviously repor	ted, during th	nis visit h	e was accompan-b70
ied by				
	s interviewed	· ·	1	
sometimes ask him to	- •	<u> </u>		id most of the
driving as the victin	<u>-</u>		_	these visits
to N.Y.C. the victim				
Mr. Kuklinski in a s				
ski's Office located	•		•	stated that
Kuklinski shares this				er having a cup
of coffee in the Chir				
Office where Ku	ıklinski and th	e victim disc	ussed bus <b>hi</b>	ess and where
Kuklinski epened up	a Brown Colore	d Brief Case	that he was	carrying.
did obser	rve business pa	pers in the B	rief Case a	lso a .38 Cal
Revolver, a 357 Mag	gnum and did se	e Mr. Kuklin	ski ;with a	small Caliber
Automatic which he ca	erried in his p	ecket. It was	s also note	at by
that during their vi	sit to this Off	Cice, that	was no	t there when
they first arrived by	at did come int	to the Office	later, also	that Kuklinski
has a key to this Of:	fice.	owns a Printi:	ng Co at th	at location
where among other th	ning he prints	and supplies	boxes for M	ovie Film.
It is to noted that	during intervie	w with Richar	d Kuklinski	om 2/11/80 he
stated that he had h	is other office	, Sumset Co.	125 Lafaye	tte St N.M.C.
212 925 3770 and tha	t he was a whol	lesaler of Clo	thing, also	distributor.
Check shows " De Lux 212 925 S g t.	e Printing Card	l Co" located	at this l	ocation and phone
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5 CRIME OR SUBJECT Murder	2/5/80	_	Miffli				n P/	١.
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Accused: 46 NUMBER ACCUSED46A [	New accused 474 AG	un T 48A	JUVENILE	49A RAC	50A SI	EX 51A	DATE	OF BIRTH
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and picked up about 25 (								
name and address unknow								
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-		case;	HE WOUL	ra one:	i Tabe.	T. UII	CHI.	101
about \$500.00 to \$575.0		075 /	+4	a) ^& :	-beas	<b>00.00</b>		h (
	llowing dimensi							b6 a. b70
	d 2° Deep, and							
He also stated when the			-					
Skyline Motor Inn. A					s this	Mote	1 t	o be
located at 10 Ave. & 50	oth St. N.Y.C.	Phone 2	12 586	3400.				
At 1400 Hours 2/20/80 t	the U/S had a te	lephone	conve	rsatio	a with			
								]
who stated	l that on 1/31/8	30 betwe	en 7:00	P.M.	and 8	:00 P	Μ.	the b6
victim stepped at his h								b70
told the victin		vas <b>not</b>	at home	e. Th	e vict	im to	ld	him
that he was going to N.								
On 2/1/80	received					ctim	who	
stated that he was alon		_						- 1
to come into the office					him wh			t t
Kuklinski was , the vic		the hed						
	1							
time ago.	phone call with							į
noon on 2/1/80. Office								
has an Office at 428 B								
and also has a business	Phone at his h	nome, 16	9 Suns	et St.	Dumon	t, Ph	one.	
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WITNESSED BY

Det.

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SIGNATURE

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DATE 'Feb. 11, 1980

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI. WM AGE LLL. After picking up my key for the room I returned to George's house and picked him up and then we went back to the VFW and had a few drinks. We stayed for about 2 hours, George had received a telephone call while we were there, I don't know who the caller was, he just said he had to go somewhere. We both left the VFW at the same time, George had his own car. I didn't pick him up. I went back to the Motel. The next morning, Wednesday January 30th about & AM, I called George and told him I was up and we decided to meet at the TEXAS WEINERS RESTURANT in town and have breakfast. After breakfast we went back to George's house, we discussed business and watched Television. He received a couple of telephone calls while I was there, he didn't tell me who the callers were. He left the house for a few hours while I waited and slept on his couch. When he returned we went out again, had a few drinks & spent the evening together, hopping around to different places, the Moose Lodge, the Colonial Tavern, all in town. We were using George's car at this time, after we finished drinking George dropped me off at my car and we split up. I was now staying at the Best Western Motel also on Route #22, I went there and spent the night. Thursday morning, Thursday, January 31, about 8 AM I called him and told him after we had breakfast at TEXAS WEINERS, I was going to leave and go home to Dumont. He said he wanted to ride down with me and I said okay, we returned to his house where I waited while he took care of some errands. He returned and we left Huntingdon about 4 PK heading to Dumont. We stopped along the way and dined at the MIDWAY DIMER on Route #78. After eating we continued and when we got on Routs #17 we stopped at the HOLIDAY INN, where Route #4 & #17 meet, I think it's Paramus, George took a room there. After he got his room, I left and continued home. I went home and went to sleep, I arrived home about 10 PM that night. In the morning about 7:30 AM, I called him at the Holliday Inn and asked him what was his plans. He said he had a few errands to take care of and could be borrow my van. I said okay, I went and picked him up with my caddy and drove him back to my house in Dumont and gave him my van. b6 b7C TIME & DATE STATEMENT COMPLETED Det. Sgt. WITNESSED BY Det.

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שתעת	Feb. 11.	1930	

FILE # #30696-80

DATE Feb. 11, 1980

CON	TIN	UED STATEMENT OF RICHARD L. KUKLINSKI. WM. AGE LL:		
Q.	-	Did he call you at all?		
A.		No, he did not.		
Q.	-	Did George say by name what people he was meeting in New York or		
		scuss the nature of his business there?		
Α.	_	No, he didn't.		
٥.		Do you know if George was carrying any money or how much?		
A.		He was supposed to be carrying money, but I don't know exactly how		
		ch, he just said he was taking care of business in New York but neber		
		ntined how much money he was carrying. He always had money.		
Q.		Was George known for carrying large sums of money?		
		There were times that George had large sums of money on him, maybe		
<u>A •</u>				
		a few thousand.  Do you know where George would get his money from?		
Q.				
A •		No, I don't know, you got me.  While you were in George's company, did he ever express concern about		
Q.				
		his life or fear of being held up?		
<u>A.</u>	-	He didn't say anything to me, I don't know of any enemies.		
Q.		Was George known to carry a weapon of any kind?		
<u>A.</u>	-	I don't think I've ever seen him with a weapon, not to my knowledge.		
Q.	<u>.=</u>	What happened to your van George borrowed & describe it to me?		
<u>A.</u>		He returned it the same day I took him to New York, we left the		
	of	fice in Emerson and dropped the van off at my house in Dumont on		
	tì	ne way to New York. The van is a Chevy, color red, 5 doors, it has		
	Ne	w Jersey plates XOS 39D, registered in Company's name, SUNSET.		
Q.	•	Was he carrying anything when you picked him up at the HOLIDAY INN		
	Fı	iday morning? Luggage of any type?		
A .	_	No just a bag, brown paper bag type.		
Q.	-	Dom you own any other vehicles & describe them?		
Α.	-	1979 I lease a car, Cadillac El Dorado, Blue & Gray from Brogan Cadillac,		
		Ridgewood, N.J., I also have a Cadillac, 1979 White with Blue top		
registered to my mother-in-law, Genevieve Pedrin, Washington Ave,  Dumont, N.J. the plate is 500 JYY.  TIME & DATE STATEMENT COMPLETED				
_				
		PAGE OF 5 : b7C		

FILE # #30696-80
DATE Feb. 11, 1980

CONTINUED STATISTIC OF RICHARD L. I	KUYLINSKI, WM, AGF 44:
I don't remember the plate on the I	leased Cadillac.
Were there any debts between	
	t I owed him \$7.500.00 but I paid him
	ARY in the amounts of \$4,000.00 and
	s the same day, Wednesday, January 30th,
	I asked him to hold the checks for a
t and the same of	were made out to George Malliband in
	th, N.J., I dont know the account number
off hand.	th the other as beneficiary?
<ul> <li>Were either of you insured wi</li> </ul>	ATT ATTA A ATTA A DESCRIPTION OF THE PROPERTY
• No.	2.000
When did you find out that Ge	
	February 7th, I was told by a guy
	TURY SALES in Pennsauken, N.J. who told
me he heard that seorge got shot	and that he heard from a guy in Los b70
Angelos.	
- Do you know who killed George	e Malliband?
Mo, I don't.	
Did you kill George Malliband	1?
- No, I didn't.	
- Is there anything you can te	ll us that might help in this investi-
gation of George's death?	
	ow that I haven't all ready told you.
When and whre did you live i	
From birth until I was about	18 or 19 years old, Sixteenth St., Web-
ster Avenue, Palisade Ave and C	
That is the name of the comp	eny George would buy his Porno films
from?	
A TRI-PUCTO, 21st Street, Long	
	tatement and after reading it will you
A Sure. Julian Kuhlu	کر 0.3e
TIME & DATE STATEMENT COMPLETED	b7
D A	SIGNATURE

PAGE 5 OF 5

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Field File No. OO and File No.	NK 49A	-, 18.30	0-1A9
Date Received	10/4	185	<b>,</b>
From	(Name of Co	ntributor)/	
	(Address of C	ontributor) NEW	JERSEY
Ву	(Name of Spe	cial Agent)	<u> </u>
To Be Returned		Receipt Giver	ı □ Yes
¥	No		E No
2	Yes No	_	aterial - Disseminate t to Rules 6(e), s of Criminal
Description: 🗆 (	Original notes re inte	rview of	
Coja O Br	ogan Auto		Vehicle Laase
Q (	4) getters -	to Bro	gran Auto
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# ZAZELLA AND SINGER ATTORNEYS AT LAW 2055 HAMBURG TURNPIKE P. O. BOX 2238 WAYNE, NEW JERSEY 07470

ALFRED J. ZAZELLA LEONARD S. SINGER 835-0700 AREA CODE 201

April 20, 1982

Brogan Auto Leasing Co., Inc. Box 2946 Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

#### Gentlemen:

Please be advised that Richard Kuklinski has retained the services of an attorney who has filed both an Answer and Counterclaim to our Complaint. Enclosed herewith please find a copy of the Answer and Counterclaim and I would appreciate if you would provide me with your comments to the Counterclaim.

I have propounded interrogatories in an attempt to learn more about the defense and counterclaim interposed.

	Very truly yours,	
	1 / 110	
•	Iss/no't	
,	lss/nb¹f	

b6 b7C LUKE F. BINETTI

A PROFESSIONAL CORPORATION
581 BERGEN BOULEVARD
RIDGEFIELD, NEW JERSEY 07657
(201) 945-7000
ATTORNEY FOR Defendants

BERGEN COUNTY DISTRICT COURT

Docket No. 472077

Plaintiff

BROGAN AUTO LEASING CO., INC.,

CIVIL ACTION

ANSWER & COUNTERCLAIM

vs.

Defendant

SUNSET COMPANY and RICHARD KUKLINSKI, jointly, severally, or in the alternative.

RICHARD KUKLINSKI, individually and trading as SUNSET COMPANY, located at 169 Sunset Street, Dumont, New Jersey, by way of Answer to plaintiff's Complaint, says:

# FIRST COUNT

1. Defendant denies the allegations of Paragraphs 1, 2 and 3.

#### SECOND COUNT

1. Defendant repeats his answers to the allegations of Paragraphs 1 and 2 of the First Count herein, as a part hereof, as if fully set forth hereunder.

# ·2. Defendant denies the allegations of Paragraphs 2, 3, and 4. FIRST SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

# SECOND SEPARATE DEFENSE

The contract upon which plaintiff bases its claim was modified by plaintiff, without either the knowledge or permission of the defendant, after the defendant signed same and any changes made thereto are null and void.

# THIRD SEPARATE DEFENSE

The contract upon which plaintiff makes its claim is null and void.

# FOURTH SEPARATE DEFENSE

Plaintiff breached its contractual agreement with defendant.

# FIFTH SEPARATE DEFENSE

Plaintiff has been fully compensated with respect to its claim.

# SIXTH SEPARATE DEFENSE

Plaintiff fails to offset its claim with the increased value of the automobile from the date it came into plaintiff's possession to the end of the alleged contract period, said increased value having mitigated plaintiff's alleged losses.

# SEVENTH SEPARATE DEFENSE

Plaintiff failed to credit defendant with return of premiums and insurance receipts, which accrued to the benefit of the plaintiff.

#### COUNTERCLAIM

Defendant, RICHARD KUKLINSKI, individually and trading as SUNSET COMPANY, by way of Counterclaim against the plaintiff, says:

# FIRST COUNT

- 1. In or about May, 1979, plaintiff and defendant agreed to enter into a leasing arrangement for the 1979 Cadillac Eldorado.

  A form agreement was signed by defendant and the sum of \$536.00 was deposited with plaintiff with respect thereto.
- 2. Included in the rental arrangement was full insurance coverage in the event the vehicle should be stolen, destroyed, or damaged.
- 3. It was further agreed that in the event the motor vehicle was stolen, destroyed, or so damaged that it could not be repaired within a reasonable time, that the plaintiff would furnish another motor vehicle and if defendant were deprived of the use of the 1979 Cadillac Eldorado for more than seven (7) days, that there would be no rental until the said motor vehicle or a similar one is delivered to defendant in good working condition.
- 4. Subsequent to the defendant's signing of the form motor vehicle lease, plaintiff did insert certain information and deleted other parts of the agreement, without the knowledge or consent of the defendant.
- 5. In or about the end of 1980, the said vehicle was stolen in Cliffside Park, New Jersey. When it was recovered, it was totally damaged and beyond repair. The entire dashboard and all wires contained therein had been ripped apart, the tires ruined

and damage extensive.

- 6. Defendant advised plaintiff that the automobile was totally destroyed and requested a replacement. Plaintiff refused same and against the wishes of the defendant, attempted to repair the vehicle, seeking monies from the insurance carrier with respect to same.
- 7. Thereafter, plaintiff advised defendant that the vehicle had been repaired, but this was false. The electrical work was not repaired properly and the tires were not replaced. Despite same, defendant in good faith offered to accept the vehicle in the unlik event that it had been properly repaired, on the condition that plaintiff would guarantee the electrical repair, but plaintiff through a corporate officer, refused to give any guarantee with respect thereto.
- 8. As the vehicle had not been properly fixed, and as plaintiff refused to verify or guarantee the electrical work, defendant informed plaintiff that it would not and could not accept the said vehicle and advised that plaintiff had breached it contract and demanded a refund of the security deposit, which plaintiff refused.
- 9. The plaintiff had the vehicle from the time it was recove until it falsely alleged that the vehicle had been repaired, a period in excess of two (2) months, and during this period despite the request of the defendant, plaintiff refused to provide a replacement automobile.
- 10. As a result, defendant was deprived of the use of the said automobile and of a replacement automobile, contrary to his

agreement with plaintiff, who by its failure to provide same breached said agreement.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, interest, counsel fees, and costs of suit.

#### SECOND COUNT

- 1. Defendant repeats the allegations of the First Count herein, as a part hereof, as if fully set forth hereunder.
- 2. The plaintiff improperly disregarded defendant's refusal to permit the vehicle to be repaired, as it was totally damaged, in order for the plaintiff to derive insurance proceeds, from the insurance carrier who insured the said automobile.
- 3. The plaintiff failed to properly repair said vehicle, replace the ruined tires, or give any guarantee for the alleged electrical work done to it.
- 4. The plaintiff did act knowingly, intentionally, and with malice, causing harm to the defendant, in order to promote its own selfish gains with respect to the said vehicle, knowingly causing great harm and misery to the defendant.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees, and costs of suit.

# THIRD COUNT

1. Defendant repeats the allegations of the First and Second Counts herein, as a part hereof, as if fully set forth hereunder.

2. In the event the written contract is upheld, under the Doctrine of Mutuality of Obligation, the plaintiff is responsible for all counsel fees and costs incurred by defendant as a result of the plaintiff's breach thereof.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees and costs of suit.

#### JURY DEMAND

Defendant demands a trial by jury on all issues contained in the Complaint and the Counterclaim.

The undersigned certifies that the within Answer and Counter-claim have been filed in accordance with the Rules of Court, as extended by the Order of the court dated March 19, 1982, permitting the filing of an Answer within twenty (20) days of receipt of Summons and Complaint, received by defendant's attorney on April 8, 1982.

LUKE F. BINETTI A Professional Corporation . Attorney for Defendants

b6 b7C

B-388-D REV. 2/79

ADVICE OF CHARGE

BANCSHARES OF NEW JERSEY

PROSPECT PARK NATIONAL BANK

Date: 09/17/79 MRS

Your account has been charged with the items listed and returned herewith. These items were deposited by you and returned to us unpaid by the banks on which they are drawn and for the reasons here given.

00-0366724 Accounts Services Department R1
BROGAN AUTO LEASING CO. INC.

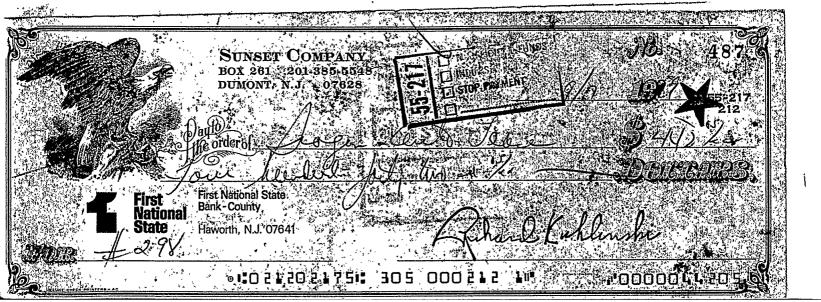
ENGLAN ACID LEAGING COULT

505 ELLISON STREET HATERSON, NEW JERSEY

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ZAZELLA AND SINGER
ATTORNEYS AT LAW
2055 HAMBURG TURNPIKE
P. O. BOX 2238
WAYNE, NEW JERSEY 07470

July confiler

835-0700

AREA CODE 201

ALFRED J. ZAZELLA LEONARD S. SINGER

lss/elg

January 13, 1982

Brogan Auto Leasing Co. Inc. Box 2946	b6 b7(
Paterson, New Jersey 07509	b6
Re: Sunset Company	b70
Dear	
Please be advised that judgment was entered in favor of Brogan Auto Leasing Co. Inc., against The Sunset Company and Richard Kuklinski on January 8, 1982 for \$2,360.28.	
We are at this time petitioning the Court for an order directing Mr. Kuklinski to appear and make discovery as to any assets he may own so that we may satisfy this judgment.	
Very truly yours.	
Rev or	b( b)

ZAZELLA AND SINGER ATTORNEYS AT LAW 2055 HAMBURG TURNPIKE P. O. BOX 2238 WAYNE, NEW JERSEY 07470

December 15, 1981

Brogan Auto Leasing Co., Inc. 505 Ellison Street Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

#### Gentlemen:

ALFRED J. ZAZELLA

LEONARD S. SINGER

Please be advised that the above named defendants were served with the Summons and Complaint and have until January 1, 1982, to file an Answer. In the event they fail to do so, we will apply to the Court for the entry of judgment. It will be necessary in that case to submit an Affidavit of Proof to the court.

Therefore, kindly execute the enclosed affidavit and return same to this office on or by the aforesaid date.

b6 b7C

AREA CODE 201

#### MOTOR VEHICLE LEASE

, 19 79, between BROGAN AUTO LEASING CO., INC., hereinafter called LESSOR and Sunset Company THIS AGREEMENT made this 25th day of May 169 Sunset Street. Dumont. New Jersey , hereinafter called LESSEE. 07306

#### WITNESSETH

1. In consideration of the mutual covenants and conditions contained herein. LESSOR hereby agrees to lease to LESSEE for a term of 36 Months

the certain automotive vehicle described as follows:

Serial Number 6L57B9E650812 1979 Cadillac

Eldorado

Body Style Coupe

Balco Number

Optional Equipment

Leather, Cabriolet Roof, Headlamp Control, Recliner Power Passenger Seat, Door Edge Guards, Tilt and Telescope Steering, Carpeted Floor Mats, Trunk Mat, Rear Defogger, Cruise Control, Mirror Illuminated Vanity Passenger, Wire Wheel Discs, Theft Deterrent System, AM FM Stero Radio.

LESSEE hereby agrees to hire said vehicle for said term and to pay LESSOR therefor the sum of \$ 421.00 LESSEE hereby agrees to hire said vehicle for said term and to pay LESSOR therefor the sum of \$ 421.00 monthly in advance for said \_\_\_\_\_\_ months payable on the first of each and every month at such place or places as LESSOR may designate and in accordance with the terms of this Lease, provided, however, that if the total mileage driven in the vehicle leased hereunder exceeds 45,000 miles, LESSEE will pay in addition to the monthly rental provided, 45,000 cents per mile for each mile driven in excess of said 45,000 miles. Rental for part of a month will be pro-rated on a 30-day month basis.

LESSOR and LESSEE agree that the foregoing description correctly sets forth the Make, Model, Body Style, Serial Number, Optional Equipment and BALCO number thereon and rental

rates therefor, which are the subject matter of this agreement.

At such time as said vehicle is delivered as herein provided, the LESSEE agrees to execute an acknowledgment of such delivery on forms furnished by the LESSOR.

DELIVERY

2. LESSOR shall, at its expense, deliver said vehicle to LESSEE pursuant to this Lease at such place and at such time as may be agreed upon by the parties.

RENTAL AND SECURITY DEPOSIT

L AND SECURITY DEPOSIT

3. Monthly rental for the automobile described in Paragraph 1 hereof shall consist of \$.421.00...per month for ......

The LESSEE has this day deposited with the LESSOR the sum of \$.536.00 as security for the full and faithful performance by the LESSEE of all the terms. conditions and provisions of this agreement upon the LESSEE's part to be performed, which said sum shall be returned to the LESSEE after the time fixed as the expiration of the term herein, provided the LESSEE has fully and faithfully carried out all of said terms, conditions and provisions on LESSEE's part to be performed. If the LESSEE shall refuse to accept delivery of the vehicle leased hereunder, said amount shall be forfeited by LESSEE to LESSOR as liquidated damages and this agreement will thereupon become void and cancelled with no further rights and obligations accruing to the LESSEE or LESSOR hereunder.

Any provisions herein contained to the contrary notwithstanding, LESSOR shall not be responsible to LESSEE or to any other persons, firm or corporation for any acts or omissions of LESSEE. its drivers, agents and employees, or any of them.

RETURN DELIVERY

4. The LESSEE agrees that upon the expiration, cancellation or other termination of this agreement, the vehicle delivered under this agreement to the LESSEE will be returned in good condition, less normal wear and tear, to the LESSOR to the point at which delivery was made, unless otherwise agreed in writing between the LESSOR and the LESSEE will pay any expenses incurred by the LESSOR as a result of the breach of this clause.

**RE-POSSESSION** 

- 5. Upon the lawful termination at any time of the right of the LESSEE to the possession of the motor vehicle leased hereunder, the LESSEE hereby authorizes and empowers the LESSOR with the aid and assistance of any person or persons with or without legal process, to enter any place or places where the said motor vehicle is or may be placed in and to take and carry away the said motor vehicle without demand. Such re-possession shall in no way affect the continuing liability, if any, of the LESSEE under and pursuant to the terms of this agreement. LICENSING
- 6. The LESSOR will pay the license, registration and title fee for said vehicle leased hereunder once each year. It shall be the obligation of the LESSEE to have the vehicle inspected when and where required by any state or other municipal authority. Any fines imposed as a result of the LESSEE having failed to have the vehicle inspected or any other fines or penalties levied against the registration of said vehicle shall be paid by the LESSEE, immediately upon coming due. Failure to make such payment shall constitute a breach of the Lease by LESSEE.
- REPAIRS AND MAINTENANCE 7. The LESSEE shall keep and maintain the said automobile in good running order and repair, properly serviced and lubricated in accordance with the recommendations set forth in the manufacturer's owner's manual provided with said vehicle. The expenses thereof are to be borne as hereinafter provided.

The LESSEE shall pay for all gasoline, oil (necessary between oil changes) and washes.

The LESSOR/LESSEE will bear the cost of maintaining said vehicle in good repair and operating condition subject to the provisions herein stated.

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During the period that said car is covered by the "Manufacturer's Warranty" as set forth in the owner's manual, all maintenance and repair work must be performed at a Brogan service facility or at another authorized dealer in the make of car being repaired or serviced.

If, in the event said car has not been serviced at a Brogan service facility for a period of three consecutive months, LESSOR reserves the right to require that said vehicle be brought to such facility for inspection.

The winterizing of said vehicle will be performed by the XESSOR at its expense. Failure of the LESSEE to have this work performed will render the LESSEE liable where any damage to

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INSURANCE
9. Insurance will be procured simultaneouly with delivery of said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle under this agreement.
(a) \$ 100.00 Deductible Comprehensive insurance (includes Fire and Theft) and \$ 250.00 deductible collision insurance will be carried by the control of the

cle and the premiums naged in an accident or upset while in the general custody of LESSEE, the LESSEE agrees to pay up to \$. expense incurred by LESSOR, if any, in repairing such damage, whether or not it results from the negligence of LESSEE or any of LESSEE's agents or employees. (b) Bodily injury and property damage liability insurance to cover accidents arising out of the ownership, maintenance, or the use of said motor vehicle, while in the custody of L

its agents or employees, will at all times be carried by LESSOR as named insureds, in the amount of \$ 500,000.00 as applicable to each person and \$ 1,000,000.00 as applicable to each person in the amount of \$ 50,000.00 as applicable to each accident. LESSEE shall indemnify and hold LESSOR harmless from any loss or damage occasioned by failure to secure, renew, or release. Upon delivery to LESSEE of said motor vehicle,

LESSOR shall furnish

LESSEE

with proof of such insurance with res

...... with proof of such insurance with res (c) The LESSEE in the event of an accident shall notify the LESSOR immediately of the full details thereof, including the names and addresses of all parties and witnesses, by telephone and in writing, and shall abide by the LESSOR's directions with regard thereto, LESSEE further agrees to cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution or defense of the cooperate with LESSOR and/or its insurance company in the prosecution of the cooperate with LESSOR and/or its insurance company in the prosecution of the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and/or its insurance company in the cooperate with LESSOR and in writing, and shall ablue by the LESSON and elections with regard thereof, LESSEE intriner agrees to cooperate with LESSON and/or its insurance company in the prosecution or detense any and all claims arising out of the use of said leased vehicle, and agrees to report promptly and deliver to the LESSON or such other person as may be designated by the LESSON, any and all claims arising out of threatened against the LESSEE and/or the LESSOR arising out of LESSEE's operation of any vehicle leased hereunder.

(d) In the event of the occurrence of any incident affecting the rights of either party under said insurance policies, LESSEE and LESSOR, their agents or employees shall comply with all the terms and conditions of said insurance policies and do all things necessary or proper to protect and preserve the other party's rights as a named insurance policies.

(e) Should the LESSOR be unable through no fault of its own, to obtain any of the foregoing insurance, this agreement shall become immediately null and void. Should such failure to insure be caused by LESSEE becoming uninsurable, LESSEE's liability hereunder shall continue despite cancellation of the Lease. LIMITATIONS FOR USE

10. (a) LESSEE shall permit only safe, careful and licensed operators, whom it duly authorizes, to operate said motor vehicle, and any operators shall conclusively be pressumed to be agents of LESSEE shall cause said operators or agents to operate said motor vehicle with reasonable care and diligence, and shall not permit such motor vehicle to tow or push any

(b) LESSEE shall not permit said motor vehicle to be used in violation of any Federal, State and municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, seizures, damages or penalties resulting from the violation of said

(c) Except with written consent of LESSOR, the use of the motor vehicle delivered to LESSEE hereunder shall be limited to the continental limits of the United States and Canada. (d) LESSEE shall be liable to LESSOR for losses or damages which LESSOR may incur as a result of or arising out of the conversion, abandonment, dealing with the sale, or concealment of said motor vehicle by LESSEE, its authorized operators or agents and employees, or use by unauthorized persons.

ALCOHOL AND NARCOTICS

11. In no event shall said vehicle leased hereunder be operated by any person under the influence of alcohol or narcotics. The LESSEE agrees to indemnify and hold harmless the LESSOR and/or its insurance carrier for any damages or liability suffered by the LESSOR and/or its insurance carrier as a result of the breach of this clause. Further, the LESSOR shall have the right to cancel this agreement with reference to the vehicle so operated and/or to demand that the person so operating the vehicle be forbidden to drive the vehicle leased hereunder. OVERLOADING, PUSHING, TOWING, AND SO FORTH

12. The LESSEE shall not overload any vehicle beyond its rated service capacity and it shall pay any and all fines and/or penalties which may be imposed by any state, county, municipy or governmental authority because of any overloading of said vehicle beyond its rated service capacity, and shall pay any damages caused to the vehicle by such overloading. The LESSEE further agrees not to use any vehicle leased hereunder for pushing or towing other vehicles or equipment and will indemnify the LESSOR for any loss or damage resulting from the breach of this clause.

13. The LESSEE shall not use any vehicle leased hereunder for transportation for hire of goods or passengers without the express approval of the LESSOR in writing. LESSEE'S DAMAGES

14. LESSOR shall not be responsible to LESSEE for any loss of business or other damage caused by time lost in maintenance, repair or replacement of said motor vehicle or by LESSOR's failure to deliver vehicle pursuant hereto, by reason of strikes or other causes beyond control of LESSOR. In the event said motor vehicle be stolen, destroyed or so damaged that the same cannot be repaired within a reasonable time, LESSOR shall, upon notice thereof, promptly furnish in lieu thereof another motor vehicle, provided, however, that if LESSEE is deprived of the use of said motor vehicle for more than seven (7) days by reason of LESSOR's inability to have the motor vehicle repaired, or by theft or destruction, no rental for said motor vehicle shall be payable after the said seventh day, unless or until said motor vehicle or a similar one is delivered to LESSEE in good working condition. TAXES

15. The rent for the use of the motor vehicle leased hereunder is exclusive of any sales, use or excise taxes now in force, or hereafter imposed by any government or municipal agency, and the LESSEE agrees to pay in addition to the rent specified, the amount of such tax or taxes upon the rendition of a bill for same. DEFAULT

16. Time is of the essence of this agreement and, in the event that LESSEE defaults in the performance of any of the terms, conditions, and covenants contained herein on the part of LESSEE to be performed, or in the event of LESSEE's bankruptcy or insolvency, LESSOR may take immediate possession of any one or all of the motor vehicles leased to LESSEE, with or without process of law and LESSEE hereby authorizes and empowers LESSOR, its agents and assigns, to enter upon any of LESSEE's lands or premises where said vehicle or vehicles may be found, for the purpose of taking immediate possession thereof, and LESSOR shall not incur any liability for such re-taking of possession. Repossession of said vehicle or vehicles, as hereinabove provided, shall not in any way relieve LESSEE of its liability for the payments of any sum or sums due or to become due to LESSOR hereunder. Failure to insist upon any default shall not constitute a waiver of ENTIRE UNDERSTANDING

17. This agreement contains the entire understanding between the parties hereto and there are no warranties, representations or assurances arising by statute or otherwise, except such as are clearly stated herein.

Wasiniu	8. LESSEE shall, not	tassign this Leas	se nor make any al	teraționa therein	without the w	ritten consent	of LESSOR	first had and	l obtained acc	risteg ty etakris e	s intransity .	erre dixte ea
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NOTICE	20. All notices or com	munications purs	suant to this agreem	ent shall be in w	riting and sha	ll be addressed	, if to LESS	or, to br	OGAN AUTO	LEASING CO., IN	C., 505 ELLIS	ON STREET,
PATERSO	ON, NEW JERSEY											***********
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or to such	n other addresses as e	ither party may	furnish the other by	notice of writin	g.							* .
	21. This agreement sl 22. This agreement is	and of lancing a	mly and I ESSEE d	has not acculing	tereby any th	ont, title or in	teresr in or	to the lease	d motor vehic	le except the righ	t to use it und	ler the terms
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other emis	ssion control device or	n this vehicle due	to the failure of th	ie LESSEE to use	unleaded gas	oline shall be t	he sole respo	onsibility of	the LESSEE.	**		· · · · · · · · · · on
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ASSIGNMENT:

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# Brogan Auto Leasing Co., Inc.

505 ELLISON STREET PATERSON, NEW JERSEY 07509

201) 742-8400

BRANCHES AT: 100,50. BROAD ST.

RIDGEWOOD, N. J. 07450

(201) 652-2000

755 PASSAIC AVE, CLIFTON, N. J. 07012 (201) 473-2500

## MOTOR VEHICLE LEASE

If he should cancel out after 24 months, the rate would be increased to 498.00 + tax so Mr. K. would pay the difference between 421.00 and 498.00 times 24 mos. i.e. 1848.00 + tax.

ŽAZĖLLA AND SINGER ATTORNEYS AT LAW 2055 HAMBURG TURNPIKE P. O. BOX 2238 WAYNE, NEW JERSEY 07470 b6 b7C

AREA CODE 201

ALFRED J. ZAZELLA LEONARD S. SINGER

March 5, 1982

Brogan Auto Leasing Co., Inc. Box 2946 Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

### Gentlemen:

Enclosed herewith please find Certification prepared by this office in connection with the above captioned matter. The defendant has now retained the services of an attorney who is petitioning the Court for an Order setting aside the default judgment entered against the defendants on January 8, 1982.

	n to oppose the reopening of this matter and to that end I have closed herewith an Affidavit to be executed by
Kindly present so	having him execute the Certification on the
last page and the	ereafter returning an original and two copies of the Certification hat it may be filed with the Clerk of the Court.
, <b>,</b>	
We would apprea	ciate if you would give this matter your timely attention.

b6 b7C

ZAZELLA & SINGER 2055 Hamburg Turnpike, Box 2238 Attorney(s): Wayne, New Jersey 07.470 Office Address & Tel. No.: 201 - 835 - 0700 Attorney(s) for Plaintiff(s)

BERGEN COUNTY DISTRICT COURT

BROGAN AUTO LEASING CO., INC., Plaintiff(s)

SUNSET COMPANY and RICHARD KUKLINSKI iointly, severally or in the alternative dant(s)

Docket No. 472077

CIVIL ACTION

CERTIFICATION OF PROOF AND OF NON-MILITARY SERVICE

State of

. County of

of full age, being duly sworn according to law, upon my oath depose and say:

Brogan Auto Leasing Co., Inc., plaintiff(s), and am duly authorized to make this affidavit. 2. I am fully familiar with the books and business of the plaintiff(s). The account of the defendant(s)

Sunset Company and Richard Kuklinski, jointly, severally or in the alternative, annexed to this affidavit or set forth in the complaint in this cause is a true and accurate copy of the books of original entry of the plaintiff(s).

3. The goods for which said charges were made, were sold, delivered to and accepted by the defendant(s) at the special instance and request of the defendant(s). Said charges are fair and reasonable, and are as per agreement. The said defendant(s) promised to pay the sum charged therefor.

4. Credit has been duly given for all payments, counterclaims and set-offs and there now remains due and owing from the said defendant(s) to the plaintiff(s) the sum of \$2,042.72 together with interest from making a total of \$ 2,360.28 , of \$ 317.56 1979 May 25,

5. No defendant named herein is an infant or incompetent person.

6. This claim is not based upon a writ of attachment, capias ad respondendum, replevin or claims based directly or indirectly upon the sale of a chattel wherein a chattel has been repossessed peaceably or by legal process.

7. I know that no defendant named herein is in the military service of the United States. The source of the United States.

kninnkokovis

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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		J .

October 28, 1985

Federal Bureau of Investigation P.O. Box 711 Paramus, NJ 07652

Attn: Special Agent

Re:

Dear

Enclosed please find

If you have any questions, please give me a call.

Very truly yours,

ACC:tr

Enclosure

Member First National State Bancorporation

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# **Updated Credit Profile** Disclosure



INQUIRY INFORMATION TCR2 ACD2 1499903 KUKLINSKI RICHARD L.., 169 S 07628, Y-1935, S-142267071, M-169 SUNSET ST?DUMONT NJ 07628,L-SUNSET,Z-MN **IDENTIFICATION NO.** 5 CENTURY DRIVE 06-10-86 08:54:38 A60 TNJI TM02 06-184227/74 PARSIPPANY, NJ 07054 2-78 RICHARD KUKLINSKI 9-82 UNKNOWN 88# 142267071 201-285-4905 169 SUNSET ST RICHARD L KUKLINSKI DUMONT NJ 07628 169 SUNSET ST 1310000 YOB-1935 SUBSCRIBER NAME/COURT CODE PAYMENT PROFILE DUMONT NJ 07628 ACCOUNT/DOCKET NUMBER NUMBER OF MONTHS PRIOR TO BALANCE DATE **PROFILE** STATUS DATE DATE OPENED BALANCE DATE STATUS COMMENT TYPE BALANCE CONSUMER COMMENTS (IF ANY) 2 3 4 5 6 7 8 9 10 11 12 1123315 67044242780000059 FIRST FIDELITY BANK 30 5 TIMES 4-86 R/0 |180|\$2500d\$18922| 4-30-86 \$600 SEARS L31000d O 6450233277848 CHG REV \$160d PD WAS 180 8-81 10-Y 1002000 US BNKR CT NJ 08403357 BK 7-FILE 6-20-84 UNKN BERGEN CO REG 1031145 01430029 FED TAX LN 6-06-84 \$60d B0143P0029 CO DIST CT BERGEN CTY 1011145 00493672 JUDGMT SAT 9-01-83 -\$10Q RADIOLOGICAL DIAGN C CO DIST CT BERGEN CTY 00493671 1011145 JUDGMT SAT 9-01-83 \$100 b6 CO DIST CT BERGEN CTY 1011145 00511347 b7C JUDGMENT 1-01-84 \$600 WEINSTEIN/SALZER 20 21 END 22 23 24 27 29 30 37 TRW does not provide general credit ratings or make credit granting decisions. We will check any item of information **See Reverse Side for Explanation** you dispute by contacting the source. This will take approximately 3 to 4 weeks and we will send you the results.

Dear Consumer,

This disclosure is based on the identifying information supplied by you. If you did not supply us with your full name, addresses for the past 5 years, social security number and year of birth, this disclosure may not be complete. Abbreviations used in this report are explained below.

# INSTRUCTIONS

If you disagree with any item of information, please print the <u>specific</u> reason for your disagreement in the "Consumer Comments" section <u>next</u> to the item. Sign the report on the back and return to TRW. Return <u>all</u> your <u>specific</u> <u>comments</u> to us at the same time. If you request, we will send the results of our checking to any credit grantors listed on the report as an INQUIRY. List those credit grantors below.

SIGNATURE ,	NAME OF CREDIT GRANTOR	(#9) EXPLANATION OF S	STATUS COMMENTS
And the second s	*	,	3 2 3
DATE		BK ADJ PLN Debit included in or completed through Bankruptcy Chapter 13.	GOVCLAIM Claim filed with government for insured portion of balance on an educational loan.
DATE		BK LIQ REO Debit included in or discharged through Bankruptcy Chapter 7 or 11. CHARGE OFF Unpaid balance reported as a loss by credit	FORECLOSURE Credit grantor sold collateral to settle de- faulted mortgage.
		CLOS INAC Closed inactive account.	FOR PROC Foreclosure proceeding started.  INQUIRY A copy of the credit profile has been sent to this credit grantor at their request.
Updated Credit Profile EXPLANATION OF INF	ORMATION ON FORM	CLOS NP AA Credit line closed/not paying as agreed.	INS CLAIM Claim filed for payment of insured portion of balance.
DISCIUSUIE	ORMATION ON FORM	internal collection department.	NOT PD AA: Account not being paid as agreed. PAID ACCT Closed account/zero balance/not rated by
O INO	URY INFORMATION	CO NOW PAY Now paying, was a charge off. CR CD LOST Credit card lost or stolen.	credit grantor. PAID SATIS Closed account/paid satisfactory.
	① IDENTIFICATION NO.	CR LN CLOS Credit line closed/reason unknown or by consumer request/there may be a balance due. CR LN RNST Account now available for use and is in good	PD BY DLER Credit grantor paid by company who originally sold the merchandise.
PAGE DATE TIME PORT HIV		standing Was a closed account	PD CHG OFF Paid account/was a charge-off. PD COLL AC Paid account/was a collection account, in- surance claim of education claim.
0		CURR,ACCT This is either an open or closed account in good standing. If the account is a credit card or charge account, it should be available for use and there may be a balance due. If the	PD FORECLO Paid account, A foreclosure was started. PAID NOT AA Paid account. Some payments were made past
ACCOUNT O SUBSCRIBER NAME/COURT NAME O SUBSCRIBER O ASSI COURT CODE	WONTHS PROOF TO	account is closed, there were no past due amounts reported and it was paid.	the agreed due dates. PD REPO Paíd account/was a repossession.
TOS NON MES COMMENT ① STATUS @ DATE ① TYPE ① TERM	BALANCE BALANCE (II) PAST DUE (II) 12345 6 7 8 9 10 11 12	CUR WASCOL Current account was a collection account. CUR WAS DL Current account was past due.	PD WAS 30 Paid account/was past due 30 days. PD WAS 30-2 Paid account/was past due 30 days 2 or 3
Identifying information abbreviated to obtain this report.	13. Terms are the time frames in which extensions of credit are to	CUR WASFOR Current account, Foreclosure was started. CUR WAS 30 Current account was 30 days past due.	PD WAS30-4 Paid account/was past due 30 days 4 times.
<ol><li>Your ID number. Please use this number in all correspondence regarding this report.</li></ol>	be repaid. Charge accounts are stated as REV meaning revolving. Terms for all other account types are stated in months with the exception of account types R/E, R/F, R/V and R/C which are	CURWAS30-2 Current account was 30 days past due twice. CURWAS30-3 Current account was 30 days past due three	PD WAS30.5 Paid account/was past due 30 days 5 times. PD WAS30.+ Paid account/was past due 30 days 6 times or more.
<ol><li>Your name and address and reporting subscriber number; your employment as of the date shown; your social security number</li></ol>	stated in years.	CURWAS30-4 times. Current account was 30 days past due four times.	PD WAS 60 Paid account/was definquent 60 days. PD WAS 90 Paid account/was definquent 90 days.
and year of birth, if on file.  4. These columns provide an abbreviated description of the status	<ol> <li>This amount will be the original or revised credit established or the highest amount owed. It is not necessarily your credit limit.</li> </ol>	CURWAS30.5 Current account was 30 days past due five	PD WAS 120 Paid account/was delinquent 120 days. PD WAS 150 Paid account/was delinquent 150 days.
4. These columns provide an abbreviated description of the status of the Items in your profile: POS (Positive) Generally viewed as favorable by credit grantors. NEG (Negative) Generally viewed as unfavorable by credit grantors. NON (Non-evaluated) May be viewed positively, negatively or indifferently depending on each credit grantor's policy and experience. A and M indicate the method by which the predit grantor capter information to TRIW.	For a judgment, tax lien or other public record item, amounts are rounded down to the nearest \$100. Amounts less than \$100 display as — \$100.	times or more.	PD WAS 180 Paid account/was delinquent 180 days or more.  REDMD REPO Account was a repossession/now redeemed.
unfavorable by credit grantors. NON (Non-evaluated) May be viewed positively, negatively or indifferently depending on each	<ol> <li>Balance owing as of date stated. For a judgment, a judgment creditor may be shown in this column. Current balances are not</li> </ol>	CURWAS 60 Current account was 60 days delinquent. CUR WAS 90 Current account was 90 days delinquent. CUR WAS 120 Current account was 120 days delinquent	REFINANCED Account renewed or refinanced. REPO Merchandise was taken back by credit grantor:
mornou of miles are creat granter reports internation to there.	reported on Judgments.	CUR WAS 120 Current account was 120 days delinquent. CUR WAS 150 Current account was 150 days delinquent. CUR WAS 180 Current account was 180 days or more de-	SCNL there may be a balance due.  SCNL Credit grantor cannot locate consumer.  SCNL NWLOC Credit grantor could not locate consumer/con-
tapes prepared from the credit grantor's computer.	<ul><li>16. Date of the balance.</li><li>17. Dollar amount past due if any, as of balance date.</li></ul>	linquent. DECEASED Consumer deceased.	SETTLED Account legally paid in full for less than the
<ol> <li>Name of credit grantor, lienholder or court name.</li> <li>A TRW subscriber identification number.</li> </ol>	18. This information is read from left to right. This column reflects the status of the account for each of the 12 months preceding the	DELINQ 60 Account delinquent 60 days. DELINQ 90 Account delinquent 90 days.	full balance. TRANSFERRED Account transferred to another office.
<ol> <li>An association code describes your legal relationship with an account. (See below)</li> </ol>	balance date. A blank space indicates we do not maintain a	DELINQ 120 Account delinquent 120 days. DELING 150 Account delinquent 150 days.	VOLUN REPO Voluntary repossession. 30 DAY DEL Account past due 30 days.
The number assigned to your account by the credit grantor or court docket number.	of the numbers (1 through 12) means that the account had such a status (as defined below) in that month under which the symbol	DELINQ 180 Account delinquent 180 days. DEL WAS 90 Account was delinquent 90 days/now 30 or 60 days delinquent.	30 2 TIMES Account past due 30 days 2 times. 30 3 TIMES Account past due 30 days 3 times. 30 4 TIMES Account past due 30 days 4 times.
9. Abbreviated description of the account status. (See right.)	appears. The following symbols are used in this column:  C = current	DEL WAS 120 Account was delinquent 120 days/now 30, 60 or 90 days delinquent.	30 4 TIMES Account past due 30 days 4 times. 30 5 TIMES Account past due 30 days 5 times. 30 6 + TIMES Account past due 30 days 6 times or more.
11. Month account opened or month credit transaction took place.	1 = 30 days past due 6 = 180 days past due		30 WAS 60 Account was delinquent 60 days/now 30 days. TOONEWRT Account too new to rate.
12. Credit grantor's abbreviated description of the nature of the	2 = 60 days past due = no history has been reported 3 = 90 days past due = no history maintained, see	•	
credit extended. (See below)	4 = 120 days past due  Blank = no history maintained, see status comment.	·	ו
(#7) ASSOCIATION CODES WITH DEFINITIONS	(#12) TYPE OF AC	CCOUNT	ITEMS OF PUBLIC RECORD
ASSOCIATION ASSOCIATION WITH ACCOUNT TERMINATED AS OF CURRENTLY ACTIVE DATE REPORTED	ABBREY EXPLANATION AUT Auto	DAY VA Ballanda Manda Tanana	BK7—FILED Voluntary or Involuntary Petition in Bankruptcy
CURRENTLY ACTIVE DATE REPORTED	UNS Unsecured	R/V VA Real Estate Mortgage-Terms are in years Conventional Real Estate Mortgage-terms are in years	
0 UNDESIGNATED	SEC Secured P/S Partially Secured H/I Home Improvement	R/O Real Estate Mortgage-with or without other collateral Usually a second mortgage-terms are in months.	BK7—DISM Voluntary or Involuntary Petition in Bankruptcy
Reported by TRW Credit Data only.	FHA FHA Home Improvement	Amount shown in \$100.00 increments SLC Co-Maker (not borrower)	BK 11—FILE Voluntary or Involuntary Pelition in Bankruptcy Chapter 11 (Reorganization) filed BK 11—DISC Voluntary or Involuntary Pelition in Bankruptcy
INDIVIDUAL     Individual: This is the only person associated with this account. (Termination code H to be used only in cases of mortgage loans)	ISC Installment Sales Contract CHG Charge Account	REN Rental Agreement SUM Summary of Accounts with same status	BK11—DISC Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) discharged BK11—DISM Voluntary or Involuntary Petition in Bankruptcy
being assumed by others.)	R/E Real Estate Specific Type Unknown-term in years SCO Secured by Co-Signer	UNK Unknown DCS Debit Counseling Service	Chapter 11 - (Reorganization) dismissed
<ol> <li>JOINT ACCOUNT CONTRACTUAL RESPONSIBILITY B</li> <li>This individual is expressly obligated to repay all debts arising on</li> </ol>	BUS Business REC Recreational Merchandise	CCP Combined Credit Plan QST Account reviewed by credit grantor	BK 13—FILE Petition in Bankruptcy Chapt. 13 (Adjustment of Debt) filed BK 13—DISM Petition in Bankruptcy Chapt. 13 (Adjustment
this account by reason of having signed an agreement to that effect. There are others associated with this account who may or may not	EDU Educational LEA Lease	A/M Account monitor by credit grantor RVW Account review by credit grantor	Of Debt) dismissed  BK 13—COMP Petition in Bankruptcy Chapt. 13 (Adjustment
have contractual responsibility.  3AUTHORIZED USER-JOINT ACCOUNT	COM Co-Maker (not borrower) C/C Check Credit or Line of Credit	EMP Employment PSC Solicitation	
This individual has use of this joint account for which another individual has contractual responsibility.	F/C FHA Co-Maker (not borrower) M/H Mobile Home	D/C Debit Card DCP Data Correction Profile	CONSEL SER Debt Counseling Service
4	R/F FHA Real Estate Mortgage-terms are in years	ADD Address Information for Mailings	CITY TX LN City Tax Lien CTY TX REL City Tax Lien Released CONSEL SER Debt Counseling Service CO TAX LN County Tax Lien CO TAX REL COUNTY TAX Lien FED TAX LN Federal Tax Lien FED TAX LN F
be distinguished between Joint Account. The association cannot be distinguished between Joint Account-Contractual Responsibility or Authorized User.	NTE Note Loan NCM Note Loan with Co-Maker	CLS Credit Line Secured COL Collection Attorney	FED TX REL Federal Tax Lien Released JUDGMENT Judgment
	HHG Secured By Household Goods H + O Secured By Household Goods & Other Collateral	INS Insurance Claims C/S Child Support	JUDGMT SAT Judgment Satisfied JUDG VACAT Judgment Vacated or Reversed
<ol> <li>CO-MAKER. E         This Individual has guaranteed this account and assumes responsibility should maker default. This code only to be used in conjuction     </li> </ol>	ASL Auto	One Support	MECH LIEN Mechanic's Lien MECH RELE Mechanic's Lien Released
with Code 7-Maker.	COURT CO	ODES	FED TAX LN FEDTAX EN FEDTA
6ON BEHALF OF F This individual has signed an application for the purpose of securing credit for another individual, other than spouse.			NT RESPON Not Responsible Notice, e.g., husband or wife claims not responsible for debts incurred by
7	CIR CIRCUIT DIS DISTRICT CITY CITY IRS INTERNAL REV	REG REGISTRAR /ENUE SERVICE ST STATE	spouse, STAT TX LN State Tax Lien
by a co-maker, to be used in field of Code 2 and 3 when there is a	CVL CIVIL JUS JUSTICE CO COUNTY MUN MUNICIPAL	SPR SUPERIOR	I SUIT Suit
Code 5-Co-Maker.	CT COURT	SUP SUPREME	SUIT DISMD Suit Dismissed or Discontinued WAGE ASIGN Wage Assignment WIA RELEASE Wage Assignment Released